



Central Connecticut State University

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Purchasing Department

REQUEST FOR PROPOSAL 2016-32
Dining Services Operations
Addendum #12 Dated May 24, 2016

Contents of Addendum 12 –

- 1. Replace Section 1.16 CONTRACT TERMINATION FOR CAUSE on pages 8-9 of the RFP.**
- 2. Replace Section 1.17 CONTRACT TERMINATION FOR CONVENIENCE on page 9 of the RFP.**
- 3. Extend the due date for questions.**

- 1. Section 1.16 CONTRACT TERMINATION FOR CAUSE on pages 8-9 of the RFP is replaced with the following:**

1.16 CONTRACT TERMINATION FOR CAUSE

Either party has the right to terminate this Contract for cause through the following process:

- 1.16.1** Compliant party shall provide a Notice to Cure, sent by registered or certified mail, return receipt requested, to the noncompliant party citing the instances of noncompliance with the Contract.
- 1.16.2** The noncompliant party shall furnish within ten (10) calendar days, after the receipt of the Notice to Cure, a Reply to the Notice to Cure, sent by registered or certified mail, return receipt requested, indicating why the Contract should not be terminated and recommend remedies to be taken.

1.16.2.1 In the event that the noncompliant party does not submit a Reply to the Notice to Cure, the compliant party reserves the right to terminate the Contract.

1.16.2.1.1 In the event that University is the compliant party and wishes to assert its right to terminate the contract under this subsection 1.16.2.1, the University shall provide the Contractor with written notice, sent by registered or certified mail, return receipt requested, ninety (90) days prior to the beginning of the semester that follows the semester during which notice is given.

1.16.2.1.2 In the event that Contractor is the compliant party and wishes to assert its right to terminate the contract under this subsection 1.16.2.1, the Contractor shall provide the

University with written notice, sent by registered or certified mail, return receipt requested, one hundred twenty (120) days prior to the beginning of the semester that follows the semester during which notice is given.

- 1.16.3 The parties shall then have thirty (30) calendar days after the receipt of the Reply to the Notice to Cure to reach a mutually agreed upon solution.

1.16.3.1 If the parties reach an agreed upon solution, the noncompliant party shall then have an additional thirty (30) calendar days, after such solution is reached, to cure the noncompliance cited in the Notice to Cure. If such remedy cannot be fully implemented within thirty (30) calendar days, both parties shall mutually agree on the appropriate number of days to cure such notice.

1.16.3.2 If a mutually agreed upon solution cannot be reached within thirty (30) calendar days after receipt of the Reply to the Notice to Cure by the noncompliant party, the compliant party reserves the right to terminate the Contract.

1.16.3.2.1 In the event that University is the compliant party and wishes to assert its right to terminate the contract under this subsection 1.16.3.2, the University shall provide the Contractor with written notice, sent by registered or certified mail, return receipt requested, ninety (90) days prior to the beginning of the semester that follows the semester during which notice is given.

1.16.3.2.2 In the event that Contractor is the compliant party and wishes to assert its right to terminate the contract under this subsection 1.16.3.2, the Contractor shall provide the University with written notice, sent by registered or certified mail, return receipt requested, one hundred twenty (120) days prior to the beginning of the semester that follows the semester during which notice is given.

- 1.16.4 If the mutually agreed upon solution is not implemented by the noncompliant party in accordance to Section 1.16.3.1, the compliant party reserves the right to terminate the Contract.

1.16.4.1 In the event that University is the compliant party and wishes to assert its right to terminate the contract under this subsection 1.16.4, the University shall provide the Contractor with written notice, sent by registered or certified mail, return receipt requested, ninety (90) days prior to the beginning of the semester that follows the semester during which notice is given.

1.16.4.2 In the event that Contractor is the compliant party and wishes to assert its right to terminate the contract under this subsection 1.16.4, the Contractor shall provide the University with written notice, sent by registered or certified mail, return receipt requested, one hundred twenty

(120) days prior to the beginning of the semester that follows the semester during which notice is given.

1.16.5 If the mutually agreed upon solution is implemented by the noncompliant party, the Notice to Cure shall be null and void and the compliant party waives the right to terminate the Contract for the noncompliance instances cited in the Notice to Cure.

1.16.6 If the noncompliance recurs, the compliant party reserves the right to terminate the Contract without providing a Notice to Cure.

1.16.6.1 In the event that University is the compliant party and wishes to assert its right to terminate the contract under this subsection 1.16.6, the University shall provide the Contractor with written notice, sent by registered or certified mail, return receipt requested, ninety (90) days prior to the beginning of the semester that follows the semester during which notice is given.

1.16.6.2 In the event that Contractor is the compliant party and wishes to assert its right to terminate the contract under this subsection 1.16.6, the Contractor shall provide the University with written notice, sent by registered or certified mail, return receipt requested, one hundred twenty (120) days prior to the beginning of the semester that follows the semester during which notice is given.

2. Section 1.17 CONTRACT TERMINATION FOR CONVENIENCE on page 9 of the RFP is replaced with the following:

1.17 CONTRACT TERMINATION FOR CAUSE

1.17.1 Termination by the University: Except as provided in Sections 2.5.5 and 10.7 hereof, and subject to the sections intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the University without cause or penalty at any time, upon written notice, which must be given one hundred fifty (150) days prior to the beginning of the semester that follows the semester during which notice is given, sent to the Contractor by registered or certified mail. The resultant Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the University, by providing the required written notice. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice, unless the University identifies an earlier date than the date specified in the notice to facilitate a smooth transition.

1.17.2 Termination by the Contractor: Subject to those sections intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the Contractor without cause or penalty at any time, upon written notice, which must be given one hundred fifty (150) days prior to the beginning of the semester that follows the semester during which notice is given, sent to the University by registered or certified mail. The resultant Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the Contractor, by providing the required written notice. If the Contractor elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall

notify the University by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice, unless the University identifies an earlier date than the date specified in the notice to facilitate a smooth transition.

3. The due date for the submission of questions outlined in section 1.3a on page 4 in the RFP is changed to 4:30 P.M on May 27, 2016.

All other terms, conditions and specifications in the RFP remain the same.

End of Addendum #12